



SDMS DocID

456728

Final Closeout Report

Norwood PCBs Superfund Site
Norwood, Massachusetts
CERLCIS ID MAD980670566
September 2009

Superfund Records Center

SITE: Norwood

BREAK: 8.3

OTHER: _____

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Acronyms

Catox	- Catalytic oxidizer
CD	- Consent Decree
CERCLA	- Comprehensive Environmental Response Compensation and Liability Act
EMP	- Environmental Monitoring Plan
EPA	- Environmental Protection Agency
ESD	- Explanation of Significant Differences
FCOR	- Final Closeout Report
gpm	- Gallons per minute
GWTP	- Groundwater Treatment Plant
ICs	- Institutional Controls
IRM	- Interim Remedial Measure
MassDEP	- Massachusetts Department of Environmental Protection
NPL	- National Priorities List
O&M	- Operation & Maintenance
OU	- Operable Unit
PPA	- Prospective Purchaser Agreement
PCBs	- Polychlorinated Biphenyls
RA	- Remedial Action
RCR	- Remedial Construction Report
RP	- Responsible Party
PRP	- Potential Responsible Party
RI/FS	- Remedial Investigation/ Feasibility Study
ppm	- parts per million
ppb	- parts per billion
ROD	- Record of Decision
sf	-square feet
SVOCs	- Semivolatile Organic Compounds
TCB	- Trichlorobenzene
USACE	- U. S. Army Corps of Engineers
VOCs	- Volatile Organic Compounds

1.0 INTRODUCTION

This Final Closeout Report (FCOR) documents that all Remedial Activities, inclusive of those implemented by the United States Environmental Protection Agency (EPA) as well as the Responsible Parties, have been completed for the Norwood PCB Superfund Site in Norwood, Massachusetts. Remedial activities were completed in a single Operable Unit (OU); however, the activities consisted of the following phases: Phase 1 was completed by the EPA and consisted of groundwater treatment; Phase 2 was conducted by the Settling Defendants and consisted of building demolition; Phase 3 was conducted jointly by the Settling Defendants and EPA and consisted of the construction of a cap and cover over consolidated contaminated soil and sediments (Phase 3A – PRP lead) and Meadow Brook Restoration (Phase 3B – EPA lead). The EPA and the Massachusetts Department of Environmental Protection (MassDEP) conducted a final inspection of the Site on November 6, 2008 and determined that all remedial actions have satisfied the requirement of the 1989 Record of Decision (ROD) as amended in 1996 by a ROD Amendment and in February 2005 by an Explanation of Significant Differences (ESD).

2.0 SUMMARY OF SITE CONDITIONS

2.1 Background

The Norwood PCBs Superfund Site (hereafter referred to as the “Site”) is located in Norwood, Massachusetts approximately 14 miles southwest of the City of Boston. See Figure 1 for a Site Location Map and Figure 2 for a Site Diagram (Pre-Redevelopment). It was added to the National Priorities List (NPL) in 1986 and, at that time, encompassed approximately 26 acres. Land use consists predominately of industrial/commercial properties and associated parking areas in an industrial/commercial area. To the north, the Site is bordered by residential properties on Audubon Road to the east by the heavily commercial U.S. Route 1 and the Dean Street access road, to the south by Dean Street, and to the west by residential properties on Pellana Road. The northern portion of the Site consists of a portion of Meadow Brook. Meadow Brook is a shallow stream which serves as a drainage way for over 900 acres of densely developed land and discharges into the Neponset River approximately 1,600 feet downstream of the Site.

Contamination at the Site originated from disposal practices of the parties who owned the property or operated businesses on the Site. The former on-site building was constructed in 1942 by Bendix Aviation Corporation, which produced navigational control systems and conducted other electronic research for the U.S. Navy. In October 1947, the land was purchased by Tobe Deutschman Corporation, which manufactured electrical equipment at the Site, including capacitors and transformers. The property was purchased in October 1956 by Cornell-Dubilier Electronics, Inc., which also manufactured electrical equipment at the facility. In January 1960, the property was briefly owned by Maryvale Corporation, and was then purchased by the Friedland brothers. The Friedland brothers leased the property to Federal Pacific Electric Company, which held the lease on the property until October 1979. During the period from 1960 to 1979, Federal Pacific Electric Company operated a business at the Site, and sublet portions of the facility to Cornell-Dubilier Electronics, Inc. and to Arrow Hart

Corporation, which also manufactured electrical equipment at the facility. In 1979, the Site was subdivided. The northeastern portion of the Site, approximately 9 acres, was purchased by Grant Gear Realty Trust, which leased the facility to Grant Gear Works, Inc., to produce gears for various industries. The southern and western portions of the Site, approximately 16 acres, were purchased by Paul Birmingham, Paul Reardon, and Jack Reardon who further subdivided the property into seven lots and added a new private way (Kerry Place). On April 1, 1983, the MassDEP, then known as the Massachusetts Department of Environmental Quality Engineering, received a call from a citizen living on Pellana Road reporting past industrial waste dumping and contamination in the then vacant field of Kerry Place between what is now Pellana Road and the Grant Gear property. As a result, an initial investigation was conducted which confirmed the presence of polychlorinated biphenyls (PCBs). Subsequently, USEPA contractors assisted MassDEP with the collection of samples both on the 9-acre Grant Gear property and the more recently subdivided Reardon properties. Based on these findings, it was determined that an emergency removal action was warranted.

2.2 Removal Actions

Beginning June 23, 1983, the EPA began removal of contaminated soils on the Site. A total of 518 tons of contaminated soil was removed and disposed off site. The soils were removed from locations within the Kerry Place and Grant Gear properties. Reported excavation depths were up to 30 inches. During the removal action, water samples taken from the storm drain system behind the Grant Gear Building indicated low levels of PCBs. The removal action was completed on August 5, 1983. In December 1983, the Site was proposed for inclusion on the NPL and was formally added on June 10, 1986.

Based on the preliminary findings, MassDEP implemented an Interim Remedial Measure (IRM) at the Site in January 1986. The IRM was considered necessary to limit access to areas of highest surface soil contamination within the fenced area of the Grant Gear Property. Specifically, a MassDEP contractor installed a cap over a 1.5-acre portion of the northwest and southwest corners of the Grant Gear Property. The contaminated surface soils were covered with a filter fabric liner and 6 inches of crushed stone. The capped areas were enclosed with a 4-foot high wire mesh fence and the areas were delineated with yellow hazard tape.

2.3 RI/FS Results

The Remedial Investigations/Feasibility Study (RI/FS) was completed by EPA contractors in 1989. During the investigation the following media were evaluated: air, surface soil, subsurface soil, dredge piles, Meadow Brook sediments, surface water, groundwater, the Grant Gear Building, and associated drainage systems. Contaminants detected, and attributable to the Site, included: PCBs, volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), and metals. The RI documented the highest levels of soil and groundwater contamination in an area directly west of the former Grant Gear building. The types and the concentrations of contaminants generally decreased with greater distance from this portion of the Site. This pattern is typified in other media with few exceptions by the drop in concentrations of VOCs in groundwater in the direction of groundwater flow from the

southwest to the northeast corner of the Site (i.e., towards Meadow Brook). The primary media of concern included soil, sediment, and groundwater, each of which is discussed in further detail below.

2.3.1 Soil

The highest concentration of PCBs in soil was in a former disposal area in the western and northern portions of the Grant Gear property where the highest concentrations, up to 26,000 parts per million (ppm), were identified. The deepest occurrence of PCBs was greater than 20 feet below ground surface (bgs) in two locations west of the former Grant Gear building. The estimated total volume of contaminated soil in both saturated and unsaturated soil with PCB concentrations greater than 10 ppm was 31,550 cubic yards. Surface and subsurface soil were also found to be contaminated with VOCs, notably trichloroethene, tetrachloroethene, dichloroethene and vinyl chloride.

2.3.2 Sediment

Contamination in the Grant Gear drainage system included PCBs (up to 189,000 ppm in sediments in a manhole leading to the Grant Gear outfall), VOCs (chlorinated ethenes), SVOCs (chlorinated benzenes) and metals. Contaminants released to the brook included PCBs, VOCs and metals. The RI indicated that the primary transport mechanism for PCBs was the movement of sediment to which the PCBs are attached. PCBs detected in sediment ranged up to 1,100 ppm in Meadow Brook and up to 3,850 ppm in the associated sediment dredge piles. The highest concentrations were associated with samples collected within 200 feet of the Grant Gear outfall, below which the concentration decreased substantially. All sediment samples downstream of the Route 1 overpass contained PCBs less than 5 ppm.

2.3.3 Groundwater

The extent of groundwater contamination, as describe in the ROD, included PCBs, VOCs and SVOCs. Specifically, the following chlorinated aliphatic compounds were reported: 1,1,1-trichloroethene, 1,2-dichloroethene, trichloroethylene, and vinyl chloride. The highest concentrations were generally detected west of the Grant Gear building. Groundwater contamination was detected in both overburden and bedrock aquifers with trichloroethylene having the highest concentration (1,800 ppb) in overburden aquifer and vinyl chloride in bedrock (110 ppb). It was reported that a plume of chlorinated organics was moving in the water table from the western portion of the former Grant Gear building to the north/northwest, towards Meadow Brook at which point groundwater discharges and the majority of volatile organic compounds volatilize. Based on surface water sampling prior to the ROD, no site-related contaminants were detected and deeper (bedrock) contaminants were determined not to have migrated off site.

2.4 ROD Findings

2.4.1 1989 ROD

The remedial decision documented in the 1989 ROD included the excavation of approximately 34,000 cubic yards of PCB-contaminated soils and sediments and treatment by solvent extraction. After treatment, the selected remedy called for the on-site backfilling of soils and sediments to be covered with asphalt or clean fill, and the off-site incineration of extracted PCB oils. The original remedy also included the flushing and cleaning of the Grant Gear building and associated drainage system.

The ROD also called for the remediation of groundwater. Specifically, the ROD required construction of a Ground Water Treatment Plant (GWTP) and subsequent extraction and treatment of groundwater prior to discharge to Meadow Brook. Groundwater treatment included carbon absorption for PCBs, air stripping for VOCs, and precipitation/filtration for metals. Wetland restoration, long-term monitoring, and institutional controls (ICs) were also required. The ICs described in the ROD contemplated that GW should not be available as a drinking water source and that sediments and soil from the Grant Gear property not be disturbed.

Specifically, the remedial action objectives (RAOs) detail in the ROD included:

- Prevent or mitigate the continued release of hazardous substance from contaminated soils and sediments to groundwater, air and surface water;
- Reduce risks to human health and the environmental receptors associated with direct contact with or ingestion of contaminated soils;
- Reduce risks to human health and the environmental receptors associated with direct contact with or ingestion of Meadow Brook Sediments;
- Prevent or mitigate the release of hazardous substances to Meadow Brook from the Grant Gear drainage system;
- Reduce risks to workers associated with inhalation or PCBs and direct contact with PCB-contaminated surfaces within the Grant Gear Building;
- Reduce risks to human health associated with potential future consumption of groundwater;
- Reduce risks to human health and the environment from current and future migration of contaminants in groundwater and surface water; and
- Reduce risks to human health associated with potential current and future inhalation of airborne organic compounds released from the site.

2.4.2 1996 ROD Amendment

In order to address higher than anticipated solvent extraction costs and logistical problems which arose during the design phase; the site owners' plan to cease operations inside the Grant Gear building; and, in consideration of the likely commercial/industrial reuse of the Site, EPA issued a ROD Amendment in May 1996. The ROD Amendment

included the demolition of the Grant Gear building and excavation and consolidation of PCB-contaminated soils and sediments and the construction of an asphalt cap and gravel cover areas. Soil and sediment clean-up goals were further modified as followed:

Property	1989 ROD	1996 ROD-A
Grant Gear Property	10 ppm	40 ppm surface 70 ppm subsurface
Adjacent Commercial Property	25 ppm	40 ppm surface 70 ppm subsurface
Soil between Grant Gear and Meadow Brook	1 ppm	10 ppm surface 50 ppm subsurface
Sediment	1 ppm	1 ppm
Residential Properties	1 ppm	No action required

The amended remedy also included remediating a “hot spot” of soil contaminated with trichlorobenzene (TCB) below the water table. The groundwater remedy remained unchanged from the 1989 ROD. Long-term monitoring, cap and cover maintenance, and ICs were also requirements of the ROD Amendment.

2.4.3 2005 ESD

The ESD primarily documented changes in groundwater use in the vicinity of the Norwood PCBs site. In 2001, the Commonwealth of Massachusetts submitted a Groundwater Use and Value determination in which the use and value of groundwater beneath the site was categorized as “low”. Further, groundwater beneath and in the vicinity of the Site was not considered a drinking water resource. As a result, groundwater cleanup goals, which were previously based on achieving Maximum Contaminant Levels (MCLs), were modified. A supplemental risk assessment and derivation of risk-based action levels (RBALs) with the protection of surface water were adopted. Groundwater clean-up goals were modified as follows:

Contaminant	1989 ROD	2005 ESD
Trichloroethene	5 ppb	108 ppb
Tetrachloroethene	5 ppb	37 ppb
Vinyl Chloride	2 ppb	310 ppb
Total 1,2-dichloroethenes	175 ppb	3660 ppb
1,2,4-trichlorobenzene	350 ppb	34 ppb
1,4-dichlorobenzene	5 ppb	4.6 ppb

The GWTP, constructed in 1996, had temporarily suspended operations in 2001. As a result of compliance with clean-up goals established in 2005 ESD, it was permanently decommissioned. Other changes document in the ESD included the off-site disposal of

two USTs (formerly believed to be one) and excavation and disposal off-site of stained soil.

2.5 Design Criteria

For fund-lead activities, such as the GWTP, the design criteria were set forth in the final Plans and Specifications for the Groundwater Remediation at the Norwood PCB Superfund Site prepared by Metcalf & Eddy, Inc. on behalf of EPA in 1994. Meadow Brook Restoration Phase (Phase 3b) was completed in accordance with a UASCE Statement of Work (SOW) which included design details provided by the Town of Norwood as part of its flood control/flood mitigation project.

Design criteria for the PRP-lead cleanup work (to address risks associated with the former Grant Gear facility and its operations) were set forth in the Statement of Work (SOW) which was part of the Consent Decree completed in 1996 (hereafter referred to as the "Facility CD") as well as the Remedial Action Work Plans submitted by the Settling Defendants and approved by EPA consistent with the SOW.

2.6 Clean Up Activities Performed (RA)

2.6.1 Phase 1 - Groundwater Treatment

In accordance with the 1989 ROD, EPA (under the construction management of USACE) completed the construction of a 6,000 square-foot GWTP at the northeastern edge of the Site in November 1995. EPA and MassDEP performed a pre-final inspection of the plant on January 11, 1996 after which the treatment plant began operating.

During construction of the groundwater treatment plant, PCB-contaminated soil was excavated, relocated, and stockpiled onsite. PCB-contaminated soil from four outlying areas was also excavated, relocated, and stockpiled onsite. These soils (approximately 2,000 cubic yards) were subsequently consolidated on site under cap/cover areas during Phase 3 activities.

A series of nine extraction wells located in the northeast portion of the Site collected contaminated groundwater. The water was pumped into the plant and inorganic contaminants were removed in a precipitation process where metals were allowed to settle. After metals removal, the remaining solids were removed via filtration. The metallic sludge was trucked to an offsite disposal facility. Organic volatile and semi-volatile contaminants, including PCBs, were removed in an air stripper/carbon adsorption system. During this process contaminants were transferred from the water to the air and subsequently destroyed using a catalytic oxidation unit (CatOx). Water exiting the air stripper was forced through tanks containing activated carbon which adsorbed remaining organic contaminants and served as a polishing step before the treated water was tested and discharged to Meadow Brook.

Due to high operating costs, the CatOx unit was taken off line in 1997 after supplemental tests and air dispersion modeling showed that untreated emissions were well below regulatory limits. As a further cost savings effort the air stripper blower was shut off after the cascading effect of the water passing through the stripper was shown to be sufficient.

Although the plant was originally designed to treat groundwater at an average flow rate of 30 gallons per minute (gpm) and at a maximum flow rate of 60 gpm, the actual average flow rate was less than 10 gpm. In an effort to increase the average flow rate and the mass of contaminants removed, six of the nine extraction wells were redeveloped in June 1998. This effort increased the average flow rate in these six wells by 70%.

In September 1998, due to biological fouling of the carbon units which resulted in excess backpressure, the air stripper effluent was allowed to bypass the carbon vessels thus restoring the hydraulic functions of the plant. Data revealed that the plant effluent still met the discharge criteria under this scenario.

Plant effluent concentrations met all discharge criteria except for a single exceedance of the manganese discharge limit (100 ppb) in October 1998 (134 ppb) and April 1999 (582 ppb). Minor modifications were made which resulted in levels below the discharge limit by January 1999. After the April 1999 exceedance, the effluent was re-sampled and was well below the discharge limit (2.6 ppb). The installation of the cap over the Site (June 1998) as well as the bypassing of the carbon vessels (September 1998) were possible reasons for this problem.

At the time of the then temporary shut down (June 2000), approximately 16.3 million gallons of groundwater were treated and approximately 262 pounds of chlorinated VOCs were removed from the groundwater beneath the Site. The treatment plant was constructed for a cost of approximately \$11 million. Monitoring wells were sampled quarterly in total on 28 occasions (17 during treatment, an 11 post treatment. The last comprehensive round (the 28th groundwater monitoring report) was collected in 2005, several years after treatment had ceased to ensure groundwater concentration were still below clean up levels.

In accordance with the Superfund State Contract between EPA and MassDEP and pursuant to Section 104(c)(3) of CERCLA, the State contributed 10% of the costs associated with the construction and restoration phases of groundwater remediation at the Site. Groundwater treatment activities ceased in 2001, in conjunction with the reclassification of groundwater. New clean-up goals were subsequently adopted in the 2005 ESD. The State's obligation to assure operation and maintenance (O&M) of the GWTP was never realized due to attainment of the groundwater cleanup goals during the 10 year restoration phase.

2.6.2 Phase 2 - Building Demolition

In accordance with the 1996 amended ROD and the Facility CD, the 90,000-square-foot, slab-on-grade Grant Gear building was demolished. The one-story building contained a subgrade boiler room and two small second floor mezzanine areas. The building consisted mainly of a large open production area with several smaller areas sectioned-off for use as office and storage space. Demolition activities took place between October 1996 and February 1997 and were performed by GZA GeoEnvironmental, Inc. on behalf of the Settling Defendants. USACE provided construction oversight. EPA and MassDEP performed a final inspection on February 6, 1997.

The following activities were completed during the building demolition phase:

- inventory, consolidation, and offsite disposal of waste remaining from the former facility operations;
- abatement and offsite disposal of asbestos-containing materials from the building;
- closure of building drainage system including removal and disposal of free liquids and sediment from onsite manholes and grouting of building drain lines;
- removal and offsite disposal/recycling of exterior steel siding;
- removal and shredding of contaminated wooden roof decking (disposed onsite under cap/cover areas during phase 3);
- removal and crushing of brick, concrete, and wallboard (disposed onsite under cap/cover areas during phase 3);
- disposal of remaining facility equipment and certain building materials/debris in the subgrade boiler room, filling the remaining void spaces with “flowable fill”, and constructing a 14-inch thick structural slab over the boiler room area;
- removal and offsite recycling/disposal of two 275-gallon and one 750-gallon empty aboveground condensation collection tanks; and
- removal and disposal in the boiler room of a 1,000-gallon empty underground tank (100 gallons of waste oil disposed offsite).

On January 20, 1999, EPA granted conditional approval of the Building Demolition Remedial Construction Report (RCR) pending resolution of punch list items. Final approval was provided in October 2003 as part of the approval for Phase 3a (Soil/Brook RCR).

2.6.3 Phase 3a - Cap/Cover

In accordance with the 1996 ROD Amendment and the Facility CD, PCB-contaminated soil and sediment were consolidated on site under both “cap” and “cover” areas. Cap and cover construction activities took place between April 1997 and August 1998 and were performed by GZA GeoEnvironmental, Inc. on behalf of the Settling Defendants. USACE provided construction oversight. EPA and MassDEP performed a final inspection on August 11, 1998.

The following activities were completed during the cap/cover phase:

- consolidation of approximately 2,000 cubic-yards of PCB-contaminated soil stockpiled onsite by EPA from groundwater treatment plant construction;
- consolidation of approximately 1,600 cubic-yards of PCB-contaminated soil stockpiled on the adjacent Reardon property;
- excavation of PCB-contaminated sediment from Meadow Brook (to the excavation grades established in USACE’s Meadow Brook restoration plans);
- excavation of additional stained sediment in Reach 1 and consolidated onsite;
- excavation of “hot spot” soils below water table which were relocated onsite;
- removal and disposal of one 10,000-gallon and one 20,000-gallon underground fuel oil tanks;
- installation of storm water runoff control system; and
- installation of an asphalt cap (4.5 acres) and gravel covers (1.6 acres).

Cap/cover remediation activities were conducted in coordination with certain proposed redevelopment activities. The following redevelopment activities (funded by the property owner) were also completed during this phase:

- construction of storm water detention basin (for both remedial and redevelopment purposes);
- installation of subsurface drainage structures;
- construction two retaining walls; and
- installation of electrical conduit and light pole bases.

EPA conditionally approved the Soil/Brook RCR in April 1999. Punch list items such as tree planting and seeding were completed and numerous revisions were made prior to the final RCR being approved. On September 30, 2003, approval was provided to the Settling Defendant’s Remedial Action Report inclusive of punch list items from the Building Demolition phase. Additionally, in March 2008, EPA issued a Certification of Completion of Settling Defendant’s Remedial Action as per the Facility CD and associated Statement of Work.

In accordance with the Consent Decree, the Settling Defendants are responsible for performing O&M activities in order to maintain the integrity and effectiveness of cap and cover areas. This is inclusive of monitoring activities to assess the protectiveness and performance of the remedy constructed by the Settling Defendants. Such activities have been performed consistent with the November 2004 approved O&M and Environmental Monitoring work plans.

The estimated cost by the Settling Defendants for completing Phases 2 and 3a was \$6.6 million.

2.6.4 Phase 3b - Meadow Brook Restoration

In accordance with the 1996 ROD Amendment, and after the Settling Defendants had excavated contaminated brook sediments, EPA (under the construction management of USACE) restored and stabilized the side slopes and bottom of Meadow Brook consistent with the requirements of Town of Norwood's flood control project design (which had been planned but not implemented due to the contamination). Meadow Brook was further divided into 3 reaches (Reach 1, 2, and 3) and the side slopes and bottom of each were then restored with a layer of geotextile fabric and appropriate restoration materials (i.e., rip rap, interlocking concrete blocks, or precast concrete culvert depending on reach-specific requirements). These construction materials provided an additional layer of protections from any remaining residual contamination located at depths below the flood control contours. Restoration activities in Reach 1 of Meadow Brook (adjacent to the Site) took place between October 1997 and December 1997. Due to concerns related to the use of the interlocking concrete blocks on the steeper slopes within downstream sections, a decision was made to utilize precast concrete culvert sections. This redesign effort, as well as high water conditions, resulted in delays in completing restoration activities. Accordingly, final restoration activities took place between April 1999 and July 1999. EPA and MassDEP performed a final inspection on August 11, 1999.

The following activities were completed during the Meadow Brook Restoration phase:

- preparation of the brook side slopes and bottom (excavate or backfill) consistent with flood control contours and restoration materials;
- installation of rip rap (upstream portion) and interlocking concrete blocks (downstream portion) on top of geotextile in Reach 1;
- installation of precast concrete culvert sections in upstream portion of Reach 2;
- installation of rip rap on top of geotextile in downstream portion of Reach 2;
- installation of rip rap 100 feet into Dean Street culvert (Reach 3);
- placement of topsoil and seed along slope and in voids of interlocking concrete blocks;

- encase two sewer siphon lines across brook, support 30-inch sewer main adjacent to brook; and restore work areas (replace fencing, hydroseed, plantings).

Meadow Brook Restoration activities were conducted for a cost of approximately \$1M. Final survey plans and an O&M manual were prepared by USACE and provided to the Town of Norwood, the owner of the property and sewer easement which crosses it, on August 18, 2000. Maintenance of Meadow Brook is the obligation of the Town as memorialized in a 1999 CD between the Town of Norwood and EPA.

2.6.5 Institutional Controls

Institutional Controls have been an integral part of the Norwood remedy, as amended in 1996 and again in 2005 (via an ESD). In summary, there are presently two property owners whom, collectively, own the parcels which comprise the Norwood PCB site (excluding the 16-acres Reardon parcels which were previously subdivided, sold, and redeveloped in the mid-1980s). The upland 9.6-acres parcel (also referred to as the former Hurley parcel) is the most viable for redevelopment and ownership was transferred to the present owner (Joe Laham) in 1997. The remaining portion of the Site consists of the Meadow Brook parcel which is owned by the Town of Norwood. Each is described in more detail below.

In regards to the 9.6-acre upland parcel, ICs were first obtained in 1992 in the form of a Notice. These prohibited a wide variety of uses including “any activity which could adversely affect any of the remedial measures implemented at the site”. In 1997, in conjunction with the transfer of the property, Joe Laham entered a Prospective Purchaser Agree (PPA) with EPA. The PPA provided additional assurance that the new owner would record revised ICs after remedial activities were complete. By 2001, all RA had been completed and revisions to the ICs were contemplated with consideration given to the likely commercial future re-use. In 2008, based on the owner’s lease agreement with a retail developer, a Grant of Environmental Restrictions and Easement (GERE or “Grant”), with the State as sole grantee, was recorded in the Norfolk County Registry (see partial copy in Appendix A). The Grant prohibits residential use, groundwater withdrawal, excavation, and interfering with the protectiveness of the EPA remedy. Notwithstanding these restrictions, certain activities could be allowed pending approval from the State, with review by EPA, that precautions would be implemented to protect the remedy and prevent exposures to Site contaminants. Having satisfied these requirements, the Work Plan for Redevelopment was submitted in 2006, amended in 2008, and subsequently approved.

In regard to the Meadow Brook Parcel, the Town of Norwood agreed to certain restrictions which were memorialized in a 1997 Consent Decree with EPA. Included in the CD was a *Notice of Right of Access and Declaration of Covenants, Conditions, and Restrictions*. In 2009, the CD inclusive of the Notice was recorded

at the Norfolk County Registry of Deeds. In addition, to ensure the effectiveness of the restrictions, EPA received a letter from the Town of Norwood regarding the approval process for Town public works projects and how the restrictions would be communicated between Town offices that may seek to work within the restricted area (refer to Attachment B).

2.7 Community Involvement

EPA community participation at the site has taken many forms. In addition to statute-required meetings and public hearings associated with the 1989 ROD and 1996 ROD Amendment, EPA has participated in numerous other outreach activities. EPA prepared updated Fact Sheets in 2003, 2005, and 2007. The Fact Sheets were distributed to mailing list recipients as well as hand-distributed to all abutting residences and business owners. Extra copies of the fact sheets have been made available to the public at the following locations: the Norwood Public library and Norwood Town Hall.

In addition, EPA has attended numerous Public Meetings during the site redevelopment approval process (detailed below).

2.8 Redevelopment

The approximately 9-acre Grant Gear property was sold in 1997. The new owner obtained a Prospective Purchaser Agreement (PPA) from EPA which further required the new owner to guarantee continued site access, dismantle the Groundwater Treatment Plant building (when it had reached the end of its “useful life” as determined by EPA and the MassDEP) as well as the record updated ICs in the form of a Grant of Environmental Restriction and Easement.

Subsequently (early 2000s), the owner entered a 99-year ground lease with a large commercial/retail developer. In 2003, the developer proposed a large (>150,000 sf) redevelopment; however, this would have been situated predominantly over the Cap and would have required excavation in the capped area. Based on local concerns associated with disturbing the capped area, this redevelopment was not approved by the Town.

In 2006, EPA, with concurrence from the MassDEP, determined that the GWTP had reached the end of its “useful life” for all uses relative to site response activities (having recently ensured compliance via a comprehensive round of groundwater samples in 2005). Accordingly, EPA proceeded to remove chemical processing equipment from the GWTP and decommission extraction and monitoring wells that were not part of the Settling Defendant's long-term monitoring plan. In a letter dated April 5, 2007, EPA provided notice to the owner that, as per the PPA, EPA had completed its decommissioning activities. Subsequently, on May 16, 2007, EPA received notice from the owner of his intention not to re-use the GWTP building. A work plan for its dismantling was submitted by GZA on behalf of the owner and developer, and approved in September 2007.

As required by the PPA, the Owner updated and recorded (with the Norfolk County Registry of Deeds) updated institutional controls in the form of a Grant of Environmental Restrictions and Easement (the "Grant") pertaining to the former facility property. The Grant was recorded on March 27, 2008 and entered into Book No. 25628, Page No. 534. The Grant prohibits certain activities such as day care, residential use, and groundwater withdrawal (among others) and permits other activities, such as excavation, provided certain safety procedures are followed and approvals obtained.

The developer proposed various modifications to their original redevelopment plans including the construction of commercial/retail buildings around the footprint of the capped portion of the site. This reuse would ensure that none of the highest-contaminated material would be exposed. The revised work plan for redevelopment was approved by EPA and MassDEP in March 2008, after which the developer received the necessary Town approvals. Construction ensued in May 2008 and was substantially complete in October 2008. Presently, two buildings totaling 56,000 square feet of commercial/retail space are situated on the Norwood PCBs site. The cap, under which is located the highest concentrations of PCBs, serves as a central parking lot for the development.

The United States will be amending the PPA with the landowner to make institutional control obligations consistent with the Grant that is now recorded. The primary change will be that former reporting requirements to EPA will be changed to reporting requirements to MassDEP (which is the sole Grantee of the Grant).

3.0 DEMONSTRATION OF CLEANUP ACTIVITY QUALITY ASSURANCE AND QUALITY CONTROL

Activities at the Site were completed consistent with the ROD, as amended, and the various Remedial Design/Remedial Action (RD/RA) Statements of Work issued by Settling Defendants in conjunction with the Facility CD. EPA analytical methods were used for all investigations, including confirmation sampling and various levels of data validation as appropriate. The QA/QC program was rigorous and in conformance with the EPA standards. EPA has determined that all analytical results were accurate to the degree necessary to assure satisfactory execution of the investigation, remedial activities, and future O&M. The NCP-required final joint inspection was conducted on November 6th, 2008.

4.0 MONITORING RESULTS

EPA conducted quarterly groundwater monitoring from April 1996 until October 2002 which coincided with the period of GWTP operation and shortly thereafter. Surface water samples were also collected from Meadow Brook during the last nine quarterly sampling rounds. EPA completed an additional comprehensive round of groundwater and surface water monitoring in 2005. EPA used the monitoring results post-treatment to assess the hydrological impacts of the shut down as well as to confirm that the GWTP could be decommissioned.

Additional groundwater samples are biannually collected as part of overall O & M performed by the PRPs and continue to be evaluated as part of periodic Five-year Reviews for the site. Refer to Table 1 for a summary of groundwater sample collected from the Site during the last 5 years.

5.0 SUMMARY OF OPERATION AND MAINTENANCE

As described previously, remedial activities were completed in 3 phases (the third phase consisting of both a Phase 3A and Phase 3B).

Phase 1 – Groundwater Treatment Plant

Based on achieving revised GW clean-up goals prior to the 10 year restoration period, the GWTP was dismantled. No long-term O&M was required. On-going evaluation of groundwater is provided by groundwater samples collected by the PRPs as part of their on-going O& M of the Cap and Covers (see Phase 3A below).

Phase 2 - Building Demolition

The building demolition phase took place immediately prior to and in connection with the relocation of soil and sediment, and the construction of the cap and covers. Accordingly there is no O&M associated with this RA.

Phase 3A - Cap Covers

The O&M and Environmental Monitoring Plans (EMP) were approved in November 2004. Consistent with these plans, the PRPs annually inspect the cap and covers. As a result of redevelopment, certain cover areas have been replaced with a new type of cover (referred to as “foundation cover”). In addition, certain monitoring wells selected for long-term monitoring have been re-located. Accordingly, revised O&M and EMP plans are anticipated prior to completion of redevelopment activities. In the interim, annual inspections of the various remedial components have continued, inclusive of groundwater and surface water sampling. Samples are collected twice per year and reported annually in an Annual Monitoring Report. Per the Facility CD, the Settling Defendants continue to be responsible for O&M and environmental monitoring.

Phase 3B - Meadow Brook Restoration

At the completion of this restoration, and in light of design details provided by the Town of Norwood to insure consistency with other flood mitigation projects, an Operation Manual was provided to the Town of Norwood in 2000. While no specific O&M is required [of Meadow Brook] by the ROD, ROD Amendment, or the Town CD, the Operation Manual described recommended procedures and inspections to ensure that the completed project continues to function as designed.

Institutional Controls

While there are no ICs associated with Phase 1 and 2, ICs have been developed in association with Phase 3A and 3B (refer to Sections 2.6.5). EPA and the State will periodically (not less than annually) inspect the property to insure that usage has not

deviated from those allowed by the ICs. These findings will be summarized in successive Five Year reviews.

6.0 SUMMARY OF REMEDIAL COSTS

As previously described, remedial activities at the Norwood PCBs site, while conducted under one Operable Unit, were implemented in multiple phases. Two phases were completed in accordance with a RD/RA SOW as a result of a Consent Degree between the Settling Defendants and EPA and the Commonwealth of Massachusetts. These RAs were "PRP-lead" and cost information for these are estimates.

The cost incurred to date by the either the EPA or Settling Parties are summarized below:

	Remedial Action	Lead	Cost
Phase 1	GWTP	Fund	11 M (construction) 4 M (operation - 1996 to 2000) 3 M (post-operation monitoring and decommissioning)
Phase 2	Grant Gear Building Demolition	PRP	6.6 M*
Phase 3A	Cap/Cover	PRP	
Phase 3B	Meadow Brook Restoration	Fund	1 M

* PRP costs are estimates

Note: Approximately 3 M in RA funding were incurred prior to the 1996 Amended ROD. Inclusive of this, the total cost of the Fund-lead RA is approximately 22 million.

7.0 PROTECTIVENESS

The remedies that have been implemented achieve the degree of cleanup and protection specified in the ROD, as amended, for all pathways of exposure, and no further Superfund response is needed to protect human health and environment. All human and ecological exposure pathways have been addressed. Contamination which remains on the Laham property is located under a protective cover (asphalt cap or building foundations). Any residual contamination within the Meadow Brook parcel is covered by flood control structures. The responsible parties have submitted, and EPA and the State have approved, the long-term O&M plan. ICs, as required in the ROD, as amended, have been recorded which restrict certain land uses and provide requirements which the owner must comply with prior to any re-use of the site. The property has undergone substantial re-development (consistent with an approved Work Plan for Redevelopment) which resulted in the construction of 56,000 square feet of commercial retail space.

In regard to the Town of Norwood-owned parcel (i.e., the Meadow Brook parcel), as required by the CD between EPA and the Town, the Town has recorded at the Norfolk County Registry of Deeds a copy of this Consent Decree, which includes a Notice of

Easement and Restriction. On July 22, 2009, copies of "Master Plans" utilized by the Town when evaluating/approving public work projects were provided to EPA and MassDEP. These plans have been annotated to contain additional details of the presence of land use restrictions. Together, the Grant and Notice (both of which have been recorded) provide comprehensive ICs that should ensure the remedy's protectiveness into the future.

8.0 FIVE-YEAR REVIEWS

Since hazardous substances will remain on the site above levels allowing for unlimited use and unrestricted exposure, statutory five year reviews have been conducted by EPA pursuant to CERCLA Section 121 C as provided in OSWER Directive 9355.7-03B-P, *Comprehensive Five-Year Review Guidance*

The First Five-Year Review, dated 30 December 1999, concluded that the remedy was protective and recommended that, in light of the State's reclassification of groundwater, a risk assessment be completed. Upon attaining revised risk-based clean-up levels, groundwater treatment would likely cease and monitoring should continue to verify standards are being met.

The Second Five-Year Review, dated 29 December 2004, concluded that the remedy was protective of human health and the environment based on continued compliance with new clean-up goals. In addition, O&M plans were submitted for both the Grant Gear and Meadow Brook properties. However, the 2004 review also concluded that in order for the remedy to remain protective in the long-term, the following actions need to be taken; updated institutional controls needed to be recorded, and Operation and Maintenance (including monitoring) must be conducted regularly [both of which have occurred].

The Third Five-Year Review is due in December 2009.


James T. Owens, III, Director
Office of Site Remediation and Restoration


Date

REFERENCES

1. Foster Wheeler Environmental Corporation, 2000. Final Supplemental Risk Assessment, Norwood PCB Superfund Site. April 2000.
2. Foster Wheeler Environmental Corporation, Final Interim Remedial Action Report for the Norwood PCB Superfund Site Groundwater Treatment Plant. August 2000.
3. Foster Wheeler Environmental Corporation, Final Amendment to the Supplemental Risk Assessment, Norwood PCB Superfund Site. May 2002.
4. Foster Wheeler Environmental Corporation, Final Technical Memorandum, Development of Risk-Based Action Levels for the Protection of Ecological Receptors for Contaminants of Potential Concern in the Groundwater at the Norwood PCB Superfund Site. March 2003.
5. GZA Geo Environmental, Inc., Soil/Brook Remedial Construction Report. September 2003.
6. GZA Geo Environmental, Inc., Revised Work Plan for Redevelopment, Norwood PCBs Superfund Site. March 2008.
7. GZA Geo Environmental, Inc., Environmental Monitoring Work Plan, Norwood PCB Superfund Site. November 2004.
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9. Joshep Laham (grantor), Grant of Environmental Restriction and Easement as recorded in Norfolk County Registry of Deeds (Book No. 25628, page No. 534). March 2008.
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11. Nobis Engineering Inc. and Foster Wheeler Environmental Corporation, 27th Quarterly Groundwater Monitoring Report, Norwood PCB Superfund Site, Norwood, Massachusetts. March 4, 2003.
12. Tetra Tech FW, Inc., Draft Phase II Ecological and Human Health Risk Summary Report, Norwood PCB Superfund Site. July 2004.
13. Tetra Tech FW, INC., Twenty-Eighth Groundwater Monitoring Report Norwood PCB Superfund Site, Norwood, MA. June/July 2005.
14. Town of Norwood, Public Works Department. Letter re: Restrictions on the Meadow Brook Parcel. July 2009
15. U.S. Environmental Protection Agency, USEPA Superfund Record of Decision, Norwood PCBs. September 1989.
16. U.S. Environmental Protection Agency, USEPA Superfund Record of Decision Amendment, Norwood PCBs. May 1996.

17. U.S. Environmental Protection Agency, 1999. Preliminary Close-Out Report. September 23, 1999.
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19. U.S. Environmental Protection Agency. Comprehensive Five-Year Review Guidance. U.S. Environmental Protection Agency, Office of Emergency and Remedial Response. June 2001.
20. U.S. Environmental Protection Agency. Five-Year Review, Norwood PCB Superfund Site, Norwood, Massachusetts. December 2004
21. U.S. Environmental Protection Agency. Explanation of Significant Differences for the Norwood PCB Superfund Site. Norwood, Massachusetts. February 2005
22. U.S. Environmental Protection Agency. Letter – re: Certification of Completion of Settling Defendants Remedial Actions, Norwood PCBs Superfund Site. March 2008
23. U.S. Army Corps of Engineers. Operation and Maintenance Manual, Meadow Brook Restoration, Norwood, Massachusetts. June 2000.
24. U.S. Army Corps of Engineers. Meadow Brook Restoration Remedial Action Report, Norwood, Massachusetts. January 2002.
25. U.S District Court, *United States of America and Commonwealth of Massachusetts vs. Federal Pacific Electric, Cornell-Dublier Electronics (et al)*, Consent Decree. January 1997
26. U.S District Court, *United States of American and Commonwealth of Massachusetts vs. Town of Norwood*, Consent Decree. March 1997.
27. Watermark Environmental, Groundwater Treatment Plant Decommissioning Report, Norwood PCBs Superfund Site, March 2008.

FIGURES



SOURCE : SCANNED USGS TOPOGRAPHIC QUADRANGLES
SCANNED BY THE MASSACHUSETTS EXECUTIVE OFFICE OF
ENVIRONMENTAL AFFAIRS, MASSGIS. DISTRIBUTED JUNE, 2001.

Data Supplied by :



0 1,000 2,000 4,000 6,000 Feet



PROJ. MGR.: RBP
DESIGNED BY: DR
REVIEWED BY: AJR
OPERATOR: EMD

DATE: 12-14-2005

LOCUS PLAN

NORWOOD PCB SUPERFUND SITE
NORWOOD, MASSACHUSETTS

JOB NO.
01.0018605.00

FIGURE NO.
1



NOTES

1. THE BASE MAP WAS DEVELOPED FROM PLANS PROVIDED BY NORWOOD ENGINEERING, ENTITLED "SITE PAVEMENT, SLAB CAP AND COVER LOCATION PLAN OF LAND" DATED MARCH 20, 2001.
2. ALL CATCHBASINS INSTALLED WITH HOODS THEREFORE INVERT ELEVATIONS ARE APPROXIMATE ONLY.

"THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORM. CLIENT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR USE/ARCHIVE INFORMATION AND USE FOR SPECIFIC APPLICATIONS TO THE PROJECT. ONLY THE ELECTRONIC ORIGINAL OF THE DRAWING IS THE AUTHORITY. ANY CHANGES OR REVISIONS TO THE DRAWING SHALL BE THE ONLY RECORD COPIES OF GEA'S WORK PRODUCT."

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REV. NO.	DESCRIPTION	BY	DATE
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PROJ MGR: RBP
DESIGNED BY: RBP
REVIEWED BY: AJR
OPERATOR: GAS
CHECKER: PFS
DATE: 06/09/06

SCALE: 1" = 50'

MASSACHUSETTS COORDINATE SYSTEM

PROPOSED RETAIL STORES
NORWOOD, MASSACHUSETTS

SITE DIAGRAM (PRE-REDEVELOPMENT)

PROJECT NO.
16356.80

FIGURE NO.
2

Table 1

Table 1

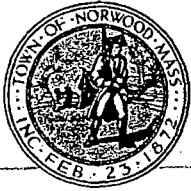
Site-wide Maximum Observed Groundwater Analytical Results

Contaminants of Potential Concern	Site-Specific RBAL	2005 Groundwater Data*		2006 Groundwater Data		2007 Groundwater Data		2008 Groundwater Data	
		Jun-05	Nov-05	1-May-06	17-Nov-06	25-Jun-07	November/December 2007	10-Apr-08	13-Nov-08
Volatile Organic Compounds (VOCs)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)	(ug/l)
1,2,4-Trichlorobenzene	34,000	1,500	490	670	850	1,313	69	9	980
1,4-Dichlorobenzene	4,600	25	96	78	36	74	22	39	72
Total 1,2-Dichloroethenes	3,660,000	420	369	448	468	514	518	460.4	103.6
Tetrachloroethene	37,000	58	ND	ND	ND	ND	ND	3.3	11
Trichloroethene	108,000	2,100	1,800	1,100	1,100	1,922	250	84	970
Vinyl Chloride	310,000	120	99	76	75	131	91	90	61
Polychlorinated Biphenyls (PCBs)*									
Total PCBs	4.3*	30	16.8	8.6	13	34.4	61.5	39	5.6
Wells exceeding PCB RBALs	4.3*	ME-17 (B-4)	ME-17 (B-4)	MW-1A, ME-17(B4)	ME-17 (B-4), B-28	MW-1A, ME-17(B4)	ME-17 (B-4), MW-2A, MW-1A	MW-1A, ME-17(B4)	MW-1A

* PCBs, for which a RBAL was calculated, does not have a ROD-specified Cleanup Level. The 1989 ROD acknowledges that saturated-zone soil will continue to be a source of particle-bound PCBs and that traditional groundwater remedies (such as Pump and Treat) would not be effective. In conclusion, it was considered "infeasible" to meaningfully reduce the concentration of PCBs in groundwater and ICs were developed as the primary means of prohibiting contact with PCB-contaminated groundwater.

Attachment A

**Institutional Controls (Letter/Notice) pertaining to
Meadow Brook Property
Town of Norwood**



The TOWN OF NORWOOD

Commonwealth of Massachusetts

PUBLIC WORKS DEPARTMENT

MARK P. RYAN, PE, PLS

Director of Public Works & Town Engineer

GARY P. SCHORER

Asst. Supt. of Public Works

July 22, 2009

Mr. Daniel Keefe
USEPA
1 Congress Street
Boston, MA 02114

Dear Mr. Keefe:

The following is a summary of the review process utilized by the Town of Norwood when evaluating and/or approving various public works projects. This process would be followed for any work, public or private, on any portion of the Norwood PCBs Superfund site, inclusive of the Town-owned Meadow Brook parcel.

When public or private projects are planned, research is performed at the Town of Norwood Engineering Department. In addition, the Water, Sewer and Drain Master Plans are typically viewed to determine what utilities are within the area. This Master Plan (Attachment 1) has been annotated to reference a Plan of Restricted Area (Attachment 2) which details the property use restrictions and special requirements pertaining to the Meadow Brook Parcel. These restrictions are further described in a Consent Decree between U.S. EPA and the Town of Norwood and which was recorded in the Norfolk County Registry of Deeds (Book 26407 Page 129)

For the abutting streets of Kerry Place, Sixth Street and West Border Road, a copy of the Plan of Restricted Areas is located in the corresponding card reference file (for these streets, it is File C8-3A). This card reference file is reviewed for utility and plan information surrounding the Meadow Brook parcel.

If any questions arise, please do not hesitate to contact me at 781-762-1240 x161.

Very truly yours,

Mark P. Ryan PE, PLS
Director of Public Works / Town Engineer

APPENDIX A

Notice of Right of Access and Declaration of Covenants, Conditions, and Restrictions under the Consent Decree in United States and the Commonwealth of Massachusetts v. Town of Norwood

NOTICE OF RIGHT OF ACCESS AND COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY GIVEN by the owner of certain Property located in the Commonwealth of Massachusetts, acquired by the Town of Norwood, Massachusetts ("Town") in 1983, pursuant to an Order of Taking, as recorded by deed dated February 9, 1983 in Book 6116, page 492, at the Norfolk County Registry of Deeds, and shown on a plan of land entitled "Compiled Plan of Land in Norwood, Massachusetts, dated August 30, 1960 by Norwood Engineering Co., Inc. C.E." and recorded with the Norfolk Registry of Deeds as Plan No. 1472 of 1960 in Plan Book 210. (This real property shall be referred to hereinafter as the "Property").

WHEREAS, this Notice of Right of Access and Declaration of Covenants, Conditions, and Restrictions (the "Notice") defines rights, covenants, conditions, and restrictions imposed on the Owners, as defined below, and on "operators" of the Property, as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq. This Notice further describes the conditions, requirements, and procedures that such Owners and operators must follow in order to remove or modify the rights, covenants, conditions, and restrictions imposed under this Notice or to take restricted action consistently therewith;

WHEREAS, the Property is part of the Norwood PCB Superfund

Site ("Site") which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on June 10, 1986, 51 Fed. Reg. 21099;

WHEREAS, in a Record of Decision dated September 29, 1989 (the "ROD"), the EPA Regional Administrator selected a remedial action for the Site, with the concurrence of the Massachusetts Department of Environmental Protection ("DEP");

WHEREAS, in an amended Record of Decision, executed on May 17, 1996, EPA selected an amended remedial action to be implemented at the Site on which the Commonwealth gave its concurrence;

WHEREAS, the Town has entered into a Consent Decree with the United States and the Commonwealth of Massachusetts ("Commonwealth"), in United States and Commonwealth of Massachusetts v. Town of Norwood, Civil Action No. 96-_____, in the United States District Court for the District of Massachusetts, which provides for the Town to record this Notice with the Norfolk County Registry of Deeds. A Notice of Consent Decree, which describes terms of the Consent Decree, is attached hereto as Attachment 1. A copy of the Consent Decree may be obtained by writing either (1) EPA at the following address: Office of Regional Counsel, U.S. EPA, JFK Federal Building -- RRC, Boston, MA 02203, or (2) the Commonwealth of Massachusetts at the following address: Nancy E. Harper, Assistant Attorney

General, Office of the Attorney General, 200 Portland Street, Boston, MA 02114; referencing Superfund Docket No. 01-51 and the Civil Action Number;

NOW, THEREFORE, the Town, for itself, its lessees, and its successors and assigns (collectively, the "Owners"), does hereby declare and covenant as follows:

DEFINITIONS

Unless expressly provided herein, terms used in this Notice shall have the meaning assigned to them in the Consent Decree to which this Notice is appended as Appendix A.

A. As used in this Notice, the term "hazardous substance" shall mean any substance meeting the definition of: (1) "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); or (2) "pollutant" or "contaminant" under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and/or (3) any "hazardous material" under M.G.L. c. 21E § 2.

B. As used in this Notice, the term "Owners" shall mean the Town, the Town's lessees, and the Town's successors and assigns.

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. The following covenants, conditions, and restrictions on use of the Property by the Owners and any operators, are part of the Remedial Action selected for the Site. The covenants, conditions, and restrictions to be provided to the United States and the Commonwealth pursuant to this Consent Decree are for the benefit of the United States and the Commonwealth.

a. The Property shall never be used to extract groundwater,

except for the limited purpose of monitoring groundwater contamination levels. Groundwater wells installed for such purpose shall only be installed pursuant to a plan approved by EPA after a reasonable opportunity for review by the Commonwealth, in accordance with the procedure set forth in this Notice.

b. The soils or other ground-covering materials that cover the Disposal Areas as part of the Remedial Action ("Cover") and the soils underlying such Cover shall not be disturbed or modified in any manner, and no action shall be taken which could affect or disturb in any manner the integrity or effectiveness of the Cover, except pursuant to a plan approved by EPA in writing prior to initiation of any activity, after a reasonable opportunity for review by the Commonwealth, in accordance with the procedure set forth in this Notice.

c. No use or activity shall be permitted on any portion of the Property which may disturb or adversely affect any of the remedial measures implemented or to be implemented at the Site, which measures may include, without limitation: systems to collect, contain, treat, and discharge groundwater; systems or containment areas to excavate, dewater, store, treat, and dispose of soils and sediments; capping of contaminated soils and sediments, and systems to monitor implementation of the remedial measures and to provide long-term environmental monitoring of on-site groundwater, soils, and sediments.

PROPOSALS TO TAKE ACTIONS RESTRICTED BY THIS NOTICE

2. Before taking or authorizing any activity or action restricted by Paragraph 1 of this Notice, the Owners shall obtain approval from EPA in writing, after a reasonable opportunity for review and comment by the Commonwealth, pursuant to Paragraphs 3 and 4 of this Notice. In seeking such approval, the Owners shall notify EPA and the Commonwealth in writing of the proposed action. The Owners shall include in their written notice to EPA and the Commonwealth the information described in Paragraphs 3.a. through 3.h of this Notice.

3. The Owners shall provide the following information to EPA and the Commonwealth in writing, as required by Paragraph 2 of this Notice:

a. The nature of the action Owners propose to undertake, including objectives, plans, specifications, schedules, construction, or other activities to be undertaken in order to implement the proposed action;

b. The location, areal extent, and depth below the surface of any proposed excavation, identification of all contaminated media, and the volume of soils, sediments, wastewater, groundwater, and building structures that will be affected by such proposed action, including the effect that such proposed action will have on soils, sediments, wastewater, or groundwater;

c. A description of all proposed actions and practices to be implemented to prevent the release of hazardous substances

and possible recontamination of any medium, and to ensure the continued effectiveness of any remedial measures implemented at the Site as well as the protection of human health and the environment;

d. A plan demonstrating how the proposed action will be performed in compliance with all applicable laws and regulations;

e. A monitoring and sampling plan, including quality assurance/quality control procedures, which (i) describes all monitoring and analysis methodologies, detection limits, and parameters, (ii) describes all sampling locations which will be used during and after the proposed action (including a description of how the sampling locations were chosen), and (iii) sets forth a schedule indicating the submittal date(s) for the full results of all sampling and analysis conducted pursuant to the monitoring and sampling plan;

f. A health and safety plan;

g. If the proposed action involves the transfer of any hazardous substance off-Site, identification of the anticipated treatment or disposal facility; and

h. The name and qualifications of the proposed contractor who will perform the proposed action.

**REVIEW, APPROVAL, AND/OR AMENDMENT OF PROPOSALS
TO TAKE ACTIONS RESTRICTED BY THIS NOTICE**

4. Upon receipt of any notice of proposed action submitted pursuant to Paragraph 2 of this Notice, EPA, after a reasonable opportunity for review and comment by the Commonwealth, may approve or disapprove any proposed actions as follows:

a. After review of any notice of proposed action submitted for approval, EPA, after a reasonable opportunity for review and comment by the Commonwealth, shall either: (1) approve the proposed action; or (2) disapprove the proposed action, notifying the Owners of the reasons for disapproving the proposed action or of deficiencies in the submission.

b. EPA reserves the right to disapprove the proposed action based upon any of the information presented pursuant to the requirements of Paragraphs 3.a. through 3.h. of this Notice, including the proposed contractor provided pursuant to the requirement of Paragraph 3.h., or to disapprove the proposed action on the ground that additional information is needed. If EPA disapproves any proposed action on the ground that additional information is needed, the Owners may submit for approval such additional information. Upon receipt of a notice of disapproval with a notice of deficiencies, the Owners may correct the deficiencies and resubmit the notice of proposed action to EPA and the Commonwealth for approval.

c. Following receipt by the Owners of a notice of EPA's approval of a proposed action, the Owners shall provide notice to EPA and the Commonwealth of their intention to commence performance of such action ten (10) days prior to the date on which the Owners intend to perform the proposed activity or action.

PROPERTY ACCESS

5. The Owners shall provide the United States, the

Commonwealth, and the United States' and the Commonwealth's employees, agents, or representatives, including contractors, and the Performing Parties, an irrevocable right of access at all reasonable times to the Property. The right of access to be provided to the United States and the Commonwealth pursuant to this Consent Decree is for the benefit of the United States and the Commonwealth. The purposes for such access shall include, but are not limited to:

a. Designing, implementing, and/or monitoring the Remedial Action selected by EPA pursuant to the ROD or any subsequent response actions selected by EPA for the Site or any additional work deemed necessary by EPA to meet the objectives of any ROD, including design and remedial activities performed on the Site.

b. Verifying any data or information submitted to the United States or to the Commonwealth;

c. Conducting activities which EPA or the Commonwealth deems necessary for the Operation and Maintenance of the Remedial Action selected for the Site;

d. Implementing any removal action conducted or deemed necessary by EPA under Section 104 of CERCLA;

e. Verifying that no action is being taken in violation of the Consent Decree (including this Appendix A) entered into between the Town, the United States, and the Commonwealth in United States and the Commonwealth of Massachusetts v. Town of Norwood, Civil Action No. 96-_____, or

any other federal or state environmental laws or regulations;

f. Observing and monitoring any investigative, remedial or other activities at the Site;

g. Conducting investigations relating to contamination at or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;

h. Assessing the need for or planning or implementing additional response actions at or near the Site;

i. Inspecting records, related to or covered by the Consent Decree entered into between the Town, the United States, and the Commonwealth in United States and the Commonwealth of Massachusetts v. Town of Norwood, Civil Action No. 96-____;

j. Obtaining access to other portions of the Site that are not owned or controlled by the Owners; and

k. Any other lawful purpose.

Nothing in this paragraph or in the grant of access described herein shall limit or otherwise affect EPA's or the Commonwealth's rights of entry and access otherwise provided by law or regulation. The Owners shall cooperate fully with EPA and the Commonwealth in the implementation of all response actions at the Site and shall neither interfere with such response actions nor take actions at the Site that are inconsistent with any response action selected by EPA and carried out by any person.

PARTIES BOUND

6. All covenants, conditions, and restrictions contained in

this Notice shall run with the Property. The right of access and all rights, covenants, conditions, and restrictions set forth in this Appendix shall be binding upon the Owners and any operators on the Property, and shall inure to the benefit of the United States and the Commonwealth of Massachusetts, either of which may enforce these rights, covenants, conditions, and restrictions by resort to legal process if such action becomes necessary. If EPA determines, in its sole discretion, that the access rights that the Settling Defendant hereby provides pursuant to this Consent Decree should run with the land with respect to all or part of the Property, EPA shall notify the Owners of its determination in writing. Within thirty (30) days of receipt of this determination, the Owners shall undertake such actions necessary, (including the filing with the Norfolk County Registry of Deeds of an amended Notice that is enforceable under local and Commonwealth law), to ensure that the access rights run with the land with respect to the Property.

7. Any transfer of the Property, or any portion thereof, shall take place only if the grantee agrees, as a part of the agreement to purchase or otherwise obtain the Property, that it will provide access and comply with the covenants, conditions, and restrictions, as set forth in this Appendix A, with respect to the Property transferred.

**MODIFICATION OR WITHDRAWAL OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

8. If information becomes available which demonstrates that the rights, covenants, conditions, and restrictions contained in

this Notice may, in whole or in part, be modified or withdrawn consistent with the public interest and the public purpose of protecting human health and the environment, the Owners may submit to EPA and the Commonwealth a proposal for modifying or withdrawing any such rights, covenants, conditions, and restrictions. After written approval by EPA, after reasonable opportunity for review and comment by the Commonwealth, of any modification or withdrawal of any rights, covenants, conditions, and restrictions, the Owners shall record an Amended Notice of Right of Access and Declaration of Covenants, Conditions, and Restrictions, approved by EPA, after reasonable opportunity for review and comment by the Commonwealth, with the Norfolk County Registry of Deeds, Norfolk County, Massachusetts. The Owners may not seek modification or withdrawal of the rights, covenants, conditions, and restrictions contained in this Notice for a period of five years from the date of entry of the Consent Decree.

9. Any modification to these rights, covenants, conditions, and restrictions shall be effective only upon the written approval of EPA, and after an Amended Notice of Right of Access and Declaration of Covenants, Conditions, and Restrictions, approved by EPA, after a reasonable opportunity for review and comment by the Commonwealth, is recorded with the Norfolk County Registry of Deeds specifying which of the enumerated rights, covenants, conditions, or restrictions is modified and the nature of the approved modification.

ENFORCEMENT

10. All of the rights of access and covenants, conditions, and restrictions required to be filed by this Notice shall conform with local and Commonwealth law in order to assure that they are enforceable and run with the land. If a question arises as to the enforceability of a right of access, covenant, condition, or restriction under local or Commonwealth law after it has been filed, EPA may require the Settling Defendant to file an amended Notice that is enforceable under local and Commonwealth law.

11. The United States of America and/or the Commonwealth of Massachusetts shall be entitled to enforce this Notice, any amended Notice, any notice recorded to extend or modify the time, scope, or other terms of this Notice, and the rights, covenants, conditions, and restrictions imposed herein by bringing an action under federal or state law, including but not limited to, CERCLA and M.G.L. c. 21E. All costs and expenses of the United States and the Commonwealth, including, but not limited to, attorneys' fees, incurred in any such enforcement action shall be borne by the Owners. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The United States and the Commonwealth expressly reserve the right to enforce the rights, covenants, conditions, and restrictions imposed herein as a failure to comply with the terms of the Consent Decree in United States and the Commonwealth of Massachusetts v. Town of Norwood, Civil

Action No. 96-_____, in the United States District Court for the District of Massachusetts. The United States' interest in the Covenants, Conditions, and Restrictions, and in the right of Property Access provided in this Notice shall terminate at such time as EPA determines that the Remedial Action is complete pursuant to Section 104(j) of CERCLA, 42 U.S.C. § 9604(j).

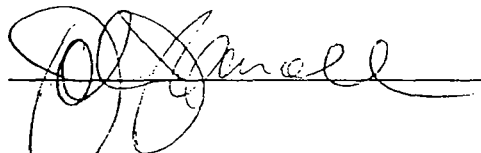
EXPIRATION DATE

12. The rights, covenants, conditions, and restrictions set forth in this Notice are established in the public interest and for the public purpose of protecting human health and the environment. These rights, covenants, conditions, and restrictions are intended to be effective and enforceable under the provisions of CERCLA, M.G.L. c. 184, § 26, et seq., and local and Commonwealth law. Accordingly, before the expiration of thirty (30) years from the date of this Notice and before the expiration of each succeeding twenty (20) year period, pursuant to M.G.L. c. 184, § 27, the Owners shall duly record in accordance with the laws of Norfolk County and the Commonwealth of Massachusetts such materials as to ensure that the rights, covenants, conditions, and restrictions of this Notice or any Amended Notice that was approved by EPA and the Commonwealth, shall be extended.

IN WITNESS WHEREOF, The Town of Norwood, Massachusetts, by its authorized representative, has caused this Notice to be signed in its name.

FOR THE TOWN OF NORWOOD

Executed under seal this 18th day of March, 1997.



John J. Carroll
[Insert Name]

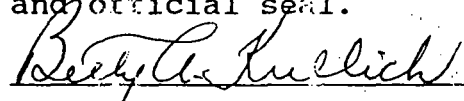
General Manager
Title

COMMONWEALTH OF MASSACHUSETTS

County of Norfolk, ss.

On this 18th day of March, 1997, before me appeared

John J. Carroll, to me personally known, who, being by me
duly sworn, acknowledged the execution of said instrument to be
his free act and deed. Witness my hand and official seal.



Notary Public

My commission expires:

MY COMMISSION EXPIRES
JUNE 16, 2000

THE FOLLOWING PARTY IS A BENEFITTED PARTY PURSUANT TO M.G.L.

C. 184 § 27:

FOR THE UNITED STATES OF AMERICA

Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources
Division

Date: March 15, 1997

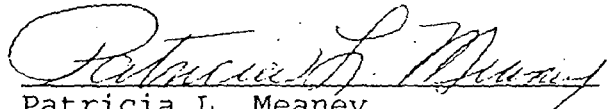
By: 

Peter K. Kautsky
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7811
Ben Franklin Station
Washington, D.C. 20044

Donald K. Stern
United States Attorney
United States Attorney's Office
1307 J. W. McCormack Building
Boston, MA 02109

George B. Henderson, II
Assistant United States Attorney
United States Attorney's Office
1107 J.W.. McCormack POCH
Boston, MA 02109

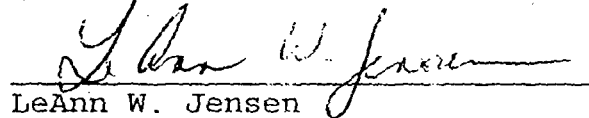
Date: 12/18/96



Patricia L. Meaney
Assistant Regional Administrator
Region I
U.S. Environmental Protection
Agency

J.F.K. Federal Building
Boston, Massachusetts 02203

Date: 12/17/96



LeAnn W. Jensen
Enforcement Counsel, Office of
Environmental Stewardship
U.S. Environmental Protection
Agency

J.F.K. Federal Building (SEL)
Boston, Massachusetts 02203

THE FOLLOWING PARTY IS A BENEFITTED PARTY PURSUANT TO
M.G.L. C. 184 § 27:

FOR THE COMMONWEALTH OF MASSACHUSETTS

SCOTT HARSHBARGER
Attorney General

Date: 2/13/97

By: Nancy E. Harper
Nancy E. Harper
Assistant Attorney General
Environmental Protection Division
200 Portland Street
Boston, MA 02114

Attachment B

**Institutional Controls
Grant of Environmental Restriction and Easement (Partial copy)
Joe Laham (Grantor)**

2 PP

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA
CERTIFY
William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT
42 U.S.C. § 9601, *et seq.*, and M.G.L. c. 21E, § 6

[Note: This instrument is established as an institutional-control for a federal Superfund site pursuant to a judicial consent decree and a federal agreement and covenant not to sue, each as set forth below, and contains a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT running to the DEPARTMENT OF ENVIRONMENTAL PROTECTION.]

Disposal Site Name: Norwood PCB Superfund Site
Site Location: Norwood, MA
EPA Site Identification Number: MAD980670566
MassDEP Release Tracking No. 4-3000403

This GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT (the "Grant") is made as of this 16th day of February, 2008, by JOSEPH LAHAM ("Grantor"), whose mailing address is care of P.O. Box 810, East Sandwich, Massachusetts 02537.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of three certain parcels of land located in the Town of Norwood, Norfolk County, Massachusetts, with the buildings and improvements thereon, pursuant to a quitclaim deed from John F. Hurley, Trustee of Grant Gear Realty Trust, to Grantor dated June 30, 1997 and recorded with the Norfolk Registry of Deeds in Book 11884, Page 143; a deed from John E. Reardon and Paul D. Reardon to Joseph Laham dated July 1, 1997 and recorded with the Norfolk Registry of Deeds in Book 11887, Page 177; and a quitclaim

SEE PLAN FILED IN
PLAN BOOK 579 PAGE 64-65

Grant of Environmental Restriction and Easement
Norwood PCB Superfund Site
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deed from John E. Reardon and Paul D. Reardon, dated July 1, 1997 and recorded with the Norfolk Registry of Deeds in Book 11887, Page 175;

WHEREAS, said parcels of land, known and/or numbered as 921 Providence Highway, 65 Kerry Place and Kerry Place Lots A and B, which are more particularly bounded and described in Exhibit A, attached hereto and made a part hereof, and identified therein as Parcels I, II and III, respectively (collectively, the "Property"), are subject to this Grant. The Property is shown on a plan entitled "Plan of Land in Norwood, Mass." Prepared by Norwood Engineering Co. Inc., dated June 13, 2006, recorded with the Norfolk Registry of Deeds in Plan Book 579 Plan 64;

WHEREAS, the Property and certain restricted areas of the Property referred to as "Area A," "Area B," "Area C," "Area D" and "Area E" (collectively, "the Restricted Areas"), are subject to this Grant. The Restricted Areas are each more particularly bounded and described in Exhibit B, attached hereto and made a part hereof. The Restricted Areas are shown on a plan entitled "Plan of Restricted Areas in Norwood, Mass." prepared by Norwood Engineering Co. Inc., dated January 3, 2007 and recorded with the Norfolk Registry of Deeds in Plan Book 571 Plan 65 (the "Plan of Restricted Areas");

WHEREAS, the Property is part of a federal Superfund Site, known as the Norwood PCB Superfund Site (the "Site"). The U.S. Environmental Protection Agency, an agency established under the laws of the United States, having its New England regional office at One Congress Street, Boston, Massachusetts 02114 ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9605, placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register June 10, 1986, 51 Fed. Reg. 21099, due to a release of hazardous substances, as that term is defined by the Section 104 of CERCLA, 42 U.S.C. § 9604.

WHEREAS, the Massachusetts Department of Environmental Protection, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108 ("Department of Environmental Protection" or "MassDEP"), as a result of the release of oil and/or hazardous materials at the Property, as those terms are defined in the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. Chapter 21E, as amended ("Chapter 21E"), has placed the Property on the Massachusetts List of Confirmed Disposal Sites and Locations to be Investigated pursuant to Chapter 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"), has classified the Property as a Tier 1A disposal site and has assigned thereto MassDEP Release Tracking Number 4-3000403;

WHEREAS, EPA, with the concurrence of MassDEP, in a document entitled, "Record of Decision, Norwood PCB Superfund Site," dated September 29, 1989, as modified by an Amended Record of Decision dated May 17, 1996, as further modified by an Explanation of Significant Differences dated February 23, 2005 (collectively referred to as the "ROD"), said ROD being on file at the EPA Record Center located at One Congress Street, Boston, Massachusetts (the "EPA Record Center"), has selected one or more response actions (collectively, the "Selected Remedy") for the Site in accordance with CERCLA, 42 U.S.C. §§ 9601, *et seq.*, and the National Contingency Plan, 40 CFR §§ 300.1, *et seq.* (the "NCP");

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Norwood PCB Superfund Site
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WHEREAS, the Selected Remedy is based, in part, upon the restriction of human access to and contact with hazardous substances in soil and groundwater; and the restriction of certain uses and activities occurring in, on, through, over or under the Property;

WHEREAS, EPA, in correspondence from Robert Cianciarulo, Chief, Massachusetts Superfund Section, EPA New England to Jay Naparstek, Deputy Division Director of Response and Remediation, dated January 9, 2007, a copy of which is attached hereto as Exhibit C, notified MassDEP (i) that EPA desires to establish the within Grant to effect the aforementioned restrictions in order to meet the institutional control requirements for the Selected Remedy under the ROD; (ii) that if the United States had sought to acquire a grant to establish the restrictions the United States would first need to obtain the State's agreement to accept transfer of such interests upon completion of the remedial action, pursuant to Section 104(j)(2) of CERCLA, 42 U.S.C. § 9604(j)(2); (iii) that the Selected Remedy will be completed once the Grant has been established; and (iv) that EPA, therefore, in order to establish the restrictions and for purposes of efficiency, has requested MassDEP to accept the within Grant directly, as sole Grantee;

WHEREAS, MassDEP, pursuant to Sections 3(a) and 6 of Chapter 21E, is authorized to take all action appropriate to secure to the Commonwealth the benefits of CERCLA and to acquire an interest in real property if necessary to carry out the purposes of Chapter 21E, and is willing to accept this Grant as sole Grantee;

WHEREAS, Federal Pacific Electric Company, a Delaware corporation having a mailing address of 25700 Science Park Drive, Cleveland, Ohio, 44122 and Cornell-Dubilier Electronics, Inc., a Delaware corporation having a mailing address of 140 Technology Place, Liberty, SC 29657 (the "Performing Parties"), having identified GZA GeoEnvironmental, Inc., whose mailing address is One Edgewater Drive, Norwood, Massachusetts 02062, as their project coordinator, are performing a portion of the Selected Remedy pursuant to a consent decree entered into with the United States and the Commonwealth of Massachusetts in the consolidated actions captioned U.S. v. Federal Pacific Electric, Inc. and Commonwealth of Massachusetts v. Federal Pacific Electric, Inc., Docket Numbers 92-11924-T and 92-12526-T (D. Mass.), respectively;

WHEREAS, EPA has approved a plan entitled "Operations and Maintenance Plan, Norwood PCB Superfund Site, Norwood, Massachusetts," prepared on behalf of the Norwood PCB Superfund Site Remediation Trust, Norwood, Massachusetts, prepared by GZA GeoEnvironmental, Inc., Norwood, Massachusetts, and dated November 2004, File No. 14076.80 submitted by the Performing Parties (the "O & M Plan"), a copy of which is on file at the EPA Record Center. The O & M Plan describes certain routine operation and maintenance activities at the Property, to be performed in connection with the Selected Remedy; and

WHEREAS, Joseph Laham and the United States of America, acting through EPA, entered into an agreement entitled "Agreement and Covenant Not To Sue, Re Joseph Laham and 921, Inc., Norwood Superfund Site," effective September 29, 1997, EPA Docket Number CERCLA I-97-1044 (the "Agreement"), a copy of which is on file at the EPA Record Center, in which Joseph Laham agreed to (i) perform certain response actions at the Site, including without limitation to implement environmental restrictions pursuant to Paragraph VIII (Access and Institutional Controls) of the Agreement, and (ii) cooperate fully with EPA, and all other persons

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Norwood PCB Superfund Site
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performing response actions at the Site under EPA oversight, and (iii) not interfere with such response actions;

NOW, THEREFORE, pursuant to the terms of the Agreement, I, JOSEPH LAHAM ("Grantor"), hereby GRANT to the DEPARTMENT OF ENVIRONMENTAL PROTECTION, an agency established under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108 ("MassDEP" or "Grantee"), as a gift, with QUITCLAIM COVENANTS, an ENVIRONMENTAL RESTRICTION ("Restriction") in, on, through, over and under the Property and specifically those portions of the property referred to as the Restricted Areas. Said Restriction is subject to the following terms and conditions:

1. Purpose. It is the purpose of this Grant to establish covenants and restrictions and to convey to Grantee real property rights involving access and enforcement, all of which shall run with the land, to facilitate the remediation of environmental contamination, and to protect human health and the environment by reducing the risk of exposure to contaminants.

2. Applicability. The restrictions set forth in Paragraph 3 ("Restricted Uses and Activities") shall not apply to:

A. any response action undertaken by EPA or MassDEP, or their respective agents, representatives, contractors, subcontractors or employees, pursuant to CERCLA or Chapter 21E, and their respective implementing regulations; or

B. any response action performed by the Performing Parties or their respective agents, representatives, contractors, subcontractors or employees, in accordance with and pursuant to the O & M Plan.

Provided, however, that if any such response actions result in a change in the areal extent or grade of any portion of the Property required to be restricted under this Grant to ensure that the Selected Remedy is protective of human health and the environment, or if Grantee otherwise determines that it is necessary to amend or partially release this Grant as a result of such response actions, then the party responsible for performing such response actions shall, in accordance with the requirements of Paragraph 13 ("Amendment and Release"), (i) obtain Grantor's agreement to amend this Grant, including the Plan of Restricted Areas, and/or to partially release this Grant, as applicable, (ii) with Grantor's agreement submit an application to Grantee therefor, (iii) ensure that all actions necessary to effectuate such an amendment and/or partial release are taken, and (iv) notwithstanding the provisions of Paragraph 13 ("Amendment and Release"), all costs therefor shall be at the sole cost and expense of the party responsible for performing such response actions.

3. Restricted Uses and Activities. Except as provided below in Paragraph 4 ("Permitted Uses and Activities") and Paragraph 5 ("Emergency Excavation"), Grantor shall not perform, suffer, allow or cause any person to perform any of the following activities in, on, upon, through, over or under the Restricted Areas or any portion thereof, or any of the following uses to be made of the Property or any portion thereof:

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- A. agricultural activity or use;
- B. residential activity or use;
- C. day care or educational activity or use
- D. recreational activity or use;
- E. extraction, consumption or utilization of groundwater underlying the Property for any purpose, including without limitation extraction for potable, industrial, irrigation or agricultural use;
- F. excavation, removal or disposal of any loam, peat, gravel, sand, rock or other mineral or natural resource;
- G. construction of buildings or other structures intended for human use or occupancy; or
- H. any use or activity which would interfere with, or would be reasonably likely to interfere with, the effectiveness, integrity, operation, or maintenance of the Selected Remedy, including but not limited to cap(s), cover(s) or other ground covering features of response actions conducted to implement the Selected Remedy; systems to collect, contain, treat, and discharge groundwater; systems or containment areas to excavate, store, treat, and dispose of soils and sediments; and systems and studies to monitor implementation of the Selected Remedy, to provide long-term environmental monitoring of on-site groundwater, soils, and sediments, and to ensure that the Selected Remedy is effective in the long-term and protective of human health and the environment. Reference is made to the Plan of Restricted Areas, which provides information about the location within the Property of certain of the foregoing components of the Selected Remedy, and to the report entitled "Final Submittal Remedial Construction Report, Soil/Brook Remediation Phase, Norwood PCB Superfund Site, Norwood, Massachusetts" in seven volumes, prepared for the Norwood BCB Superfund Site Remediation Trust, Norwood, Massachusetts, prepared by GZA GeoEnvironmental, Inc., Norwood, Massachusetts and dated September 2003, File No. 14076.80 (aka "the Remedial Construction Report"), which provides details of the Selected Remedy as constructed and which is on file at the EPA Record Center.

4. Permitted Uses and Activities. Grantor expressly reserves the right to perform, suffer, allow or to cause any person to perform any of the following activities in, on, upon, through, over or under the Restricted Areas, or any portion thereof, or any of the following uses to be made of the Restricted Areas, or any portion thereof, such reserved right being subject to the terms and conditions set forth, below:

- A. Notwithstanding the restrictions on excavation and on interference with the Selected Remedy set forth in Paragraphs 3.F and 3.H, above, respectively, excavation and any resultant temporary interference with the effectiveness and integrity of the Selected

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Remedy in Area A and Area B shall be permitted upon Grantor's obtaining MassDEP's prior approval, subject to the following:

(i) Grantor shall provide to MassDEP fourteen (14) days' advance written notice of any such proposed excavation, including a written work plan prepared and signed by a Massachusetts Licensed Site Professional ("LSP"). The work plan shall include a detailed explanation of the proposed activities, a performance schedule, a health and safety plan to ensure that no harmful exposure to or release of hazardous substances will occur and in compliance with all health and safety precautions required by federal and State laws and regulations, and a detailed description of all additional steps to be taken to meet the requirements set forth in subparagraphs 4.A.(i)(a) and (b), below;

(a) all excavated soils shall either (i) be replaced in the same location and depth from which they were excavated; (ii) for soils which are analyzed and determined to contain a concentration PCBs in an amount less than 40 ppm, relocated within either Area A or Area B, at any depth; (iii) for soils which are analyzed and determined to contain a concentration of PCBs in an amount less than 70 ppm, relocated within either Area A or Area B, at a depth of greater than one foot; and/or (iv) analyzed, managed and disposed of off of the Property in accordance with all applicable federal and State laws and regulations; and

(b) all components of the Selected Remedy, including without limitation cap(s), cover(s) and other area(s), affected by such excavation shall be restored to a condition that meets or exceeds the performance standards established under the ROD;

(ii) Grantor's proposed excavation shall be presumptively approved effective the fifteenth (15th) day following MassDEP's receipt of the written notice required in paragraph 4.A.(i), above, unless MassDEP notifies Grantor that MassDEP intends to review and/or comment upon Grantor's work plan. In that event, Grantor shall obtain MassDEP's prior written approval before commencing the proposed excavation described in the work plan, subject to such terms and conditions as may be appropriate, if any.

(iii) for excavations of less than twenty-five (25) square yards of Property area and less than five (5) cubic yards of material, Grantor may seek pre-approval of a generic work plan, subject to the following:

(a) Grantor shall submit to MassDEP a written, generic, work plan prepared and signed by an LSP, for pre-approval. The work plan shall include a detailed explanation of the proposed activities covered by such plan, a performance schedule including without limitation a health and safety plan to ensure that no harmful exposure to or release of hazardous substances will occur and in compliance with all health and safety precautions required by federal and State laws and regulations, and

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a detailed description of the steps to be taken to meet the requirements set forth in subparagraphs 4.A.(i)(a) and (b), above. Once approved in writing by MassDEP, such work plan shall be referred to as a "Pre-Approved Plan;"

(b) Grantor shall provide to MassDEP fourteen (14) days' advance written notice of any excavation Grantor proposes to conduct under a Pre-Approved Plan, which notice shall identify the location of and include a brief description of the proposed excavation, and the filing of which notice shall constitute approval for the proposed excavation, effective on the fifteenth (15th) day following MassDEP's receipt of such notice;

(c) upon written notification from MassDEP of a change in any relevant law, regulation, policy, guidance, performance standard or other relevant requirement, a Pre-Approved Plan shall immediately become invalid, except as to work completed prior to receipt of such notification, until Grantor proposes to MassDEP an appropriate modification of the Pre-Approved Plan to address the changed requirement and secures MassDEP's written approval of such modified plan; and

(d) a Pre-Approved Plan shall be subject to revocation by MassDEP, at its sole discretion, upon written notice to Grantor.

(iv) for any approval obtained hereunder, whether presumptive, pursuant to the filing of a notice in connection with a Pre-Approved Plan, or otherwise, Grantor shall commence substantial field activities no later than one hundred twenty (120) days from the approval's effective date, or the approval shall expire at the end of the one hundred twentieth (120th) day, except for any requirements which Grantee, in its sole discretion, determines shall survive in order to ensure the continued effectiveness of the Selected Remedy and the protection of human health and the environment. Prior to the expiration of any such approval, Grantor may submit a written request to Grantee to extend for thirty (30) days the period within which Grantor must commence substantial field activities. Approval of any such request shall be at Grantee's sole discretion and shall be valid only if issued in writing.

(v) Grantor shall only perform the proposed excavation in accordance with a work plan approved as provided herein, and within thirty (30) days of completion of all activities described in the work plan, Grantor shall submit to MassDEP a written statement, signed by an LSP, certifying that all requirements of the work plan have been satisfied.

(vi) upon written request from Grantee, as Grantee, in its sole discretion may determine is warranted by the nature and extent of any excavation performed pursuant to this subparagraph 4.A, Grantor shall also prepare and

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submit to Grantee, at Grantor's sole cost and expense, an amendment to the Grant in order to modify the areal extent of any of the Restricted Areas affected by such excavation in accordance with the requirements of Paragraph 13 ("Amendment and Release"), and shall perform all actions required pursuant thereto necessary to obtain Grantee's approval for and to implement such amendment. Such amendment shall be submitted within thirty (30) days of receipt of Grantee's request or upon such other schedule as Grantee may establish therefore.

B. Notwithstanding the restrictions on excavation, on construction of buildings or other structures intended for human use or occupancy, and on interference with the Selected Remedy set forth in Paragraphs 3.F, 3.G, and 3.H, above, respectively, excavation in Area C or Area D, construction of such buildings or other structures in Area A, Area B, Area C or Area D, and any resultant temporary interference with effectiveness and integrity of the Selected Remedy, shall be permitted upon Grantor's obtaining MassDEP's prior approval, subject to the following:

(i) Grantor shall submit to MassDEP for approval no less than thirty (30) days' advance written notice of any such proposed excavation and/or construction, or such shorter time as may be agreed to in writing by MassDEP, including a written work plan prepared and signed by an LSP. The work plan shall include a detailed explanation of the planned disturbance; a detailed explanation of the planned construction, if any; a performance schedule; a health and safety plan to ensure that no harmful exposure to or release of hazardous substances will occur and in compliance with all health and safety precautions required by federal and State laws and regulations; a detailed description of steps to be taken to ensure restoration of cap(s), cover(s) or other areas and, for any construction, to mitigate potential vapor intrusion; and a detailed description of all additional steps to be taken to meet the requirements set forth in subparagraphs 4.B.(i)(a) through (d), below:

(a) all excavated soils and building slab materials shall be either (I) replaced in the same location from which they were excavated, (II) placed within Area D, only if that portion of Area D is being disturbed for purposes other than the disposal of such materials; and/or (III) analyzed, managed and disposed of off Property in accordance with all applicable federal and State laws and regulations;

(b) an underground vault which contains demolition debris and is located within Area E (the "Demolition Debris Vault;" reference is made to the Remedial Construction Report which provides details of the Selected Remedy as constructed and which is on file at the EPA Record Center) shall not be disturbed, unless the Demolition Debris Vault and its contents are removed in their entirety and analyzed, managed and disposed of off Property in accordance with all applicable federal and State laws and regulations;

(c) for any construction of buildings or other structures intended for human use or occupancy, engineering controls shall be put in

Grant of Environmental Restriction and Easement
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place to mitigate the potential intrusion of vapors from hazardous substances in soil and/or groundwater; and

(d) all work performed pursuant to Subparagraph 4.B.(i) shall be conducted in a manner such that the performance standards established under the ROD are met or exceeded;

(ii) before commencing the proposed excavation and/or construction described in the work plan, Grantor shall obtain MassDEP's written approval for the work plan, subject to such terms and conditions as may be appropriate, if any;

(iii) for any approval obtained hereunder, Grantor shall commence substantial field activities no later than one hundred twenty (120) days from the approval's effective date, or the approval shall expire at the end of the one hundred twentieth day, except for any requirements which Grantee, in its sole discretion, determines shall survive in order to ensure the continued effectiveness of the Selected Remedy and the protection of human health and the environment; provided that, prior to the expiration of any such approval, Grantor may submit a written request to Grantee to extend for thirty (30) days the period within which Grantor must commence substantial field activities; and further provided that approval of any such request shall be at Grantee's sole discretion and shall be valid only if issued in writing;

(iv) Grantor shall only perform the proposed excavation and/or construction in accordance with a work plan approved as provided herein, and within thirty (30) days of completion of all activities described in the Work Plan, Grantor shall submit to MassDEP a written statement, signed by an LSP, certifying that all requirements of the work plan have been satisfied; and

(v) upon written request from Grantee, as Grantee, in its sole discretion may determine is warranted by the nature and extent of any excavation and/or construction performed pursuant to this subparagraph 4.B, Grantor shall also prepare and submit to Grantee, at Grantor's sole cost and expense, an amendment to the Grant in order to modify the areal extent of any of the Restricted Areas affected by such excavation in accordance with the requirements of Paragraph 13 ("Amendment and Release"), and shall perform all actions required pursuant thereto necessary to obtain Grantee's approval for and to implement such amendment. Such amendment shall be submitted within thirty (30) days of receipt of Grantee's request or upon such other schedule as Grantee may establish therefore.

C. Such other activities and uses not identified in Paragraph 3 ("Restricted Uses and Activities") as being Restricted Uses and Activities.

D. The provisions of this Paragraph 4 ("Permitted Uses and Activities") shall not release Grantor or any other party from liability for releases of oil or hazardous substances, nor shall this provision excuse Grantor or any other party from complying

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with CERCLA, Chapter 21E, or any other applicable federal, State or local laws, regulations or ordinances.

5. Emergency Excavation. If it becomes necessary to excavate within the Restricted Area as part of a response to an emergency (e.g., repairing utility lines or responding to a fire or flood), and such excavation could result in a significant risk of harm from exposure to the hazardous substances located within the Restricted Areas, the requirements of Paragraph 3.F. of this Restriction may be suspended with respect to such excavation for the duration of such response, provided Grantor:

A. orally notifies the following persons of such emergency as soon as possible but no later than two (2) hours after having learned of such emergency:

i. EPA Office of Site Remediation and Restoration, Emergency Planning and Response Branch; and

ii. MassDEP Southeast Regional Office, Emergency Response Section;

or such other persons as Grantee or EPA, respectively, may each identify in writing, from time to time, to Grantor for such emergency response notifications;

B. notifies Grantee in writing of such emergency no later than five (5) days after having learned of such emergency;

C. limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

D. implements all measures necessary to limit actual or potential risk to the public health and environment;

E. engages an LSP to oversee the implementation of this Paragraph 5 ("Emergency Excavation"), and to prepare and oversee the implementation of a written plan which, in the LSP's opinion, will restore the Restricted Areas to a condition that meets or exceeds the performance standards established under the ROD, Grantor to implement such plan as soon as reasonably possible following such emergency, and a copy of said plan to be submitted to MassDEP within ten (10) days of its implementation, with a written determination from the LSP stating that the Restricted Areas have been restored in accordance with such plan.

6. Easements. In establishing this Restriction, Grantor hereby grants the following easements for the term of this Grant to MassDEP, its agents, contractors, subcontractors, and employees:

A. to pass and repass over the Property for purposes of inspecting the Restricted Area to insure compliance with the terms of this Restriction; and

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B. in, on, through, over and under the Restricted Areas for purposes of conducting subsurface investigations, installing groundwater monitoring wells, and conducting other investigations of the Restricted Areas and/or response actions consistent with (i) CERCLA and the NCP and/or (ii) Chapter 21E and the MCP.

7. Construction. This instrument shall be liberally construed to effect its purpose and the policies and purposes of CERCLA and/or Chapter 21E. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid. Any word or defined term contained in this instrument shall be read as singular, plural, masculine, feminine or neuter as the context so requires.

8. Severability. Grantor hereby agrees, in the event that a court or other tribunal determines that any provision of this instrument is invalid or unenforceable:

A. that any such provision shall be deemed automatically modified to conform to the requirements for validity and enforceability as determined by such court or tribunal; or

B. that any such provision that, by its nature, cannot be so modified shall be deemed deleted from this instrument as though it had never been included.

In either case, the remaining provisions of this instrument shall remain in full force and effect.

9. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

A. the assessment of penalties and enforcement action by MassDEP to enforce this Restriction, pursuant to M.G.L. c. 21E and the MCP, and any other law or regulation, as applicable; and/or

B. upon a determination by a court of competent jurisdiction, the issuance of criminal and civil penalties, and/or equitable remedies which could include the issuance of an order to modify or remove any improvements constructed in violation of the terms of this Restriction at Grantor's sole cost and expense, and/or to reimburse Grantee for any costs incurred in modifying or removing any improvements constructed in violation of the terms of this Grant..

10. Provisions to Run With the Land. This Restriction establishes certain rights, liabilities, agreements and obligations for the Property, or any portion thereof, which shall run with the Property, or any portion thereof, for the term of this Restriction. Grantor hereby covenants for himself and his executors, administrators, heirs, successors and assigns to stand seized and hold title to the Property, or any portion thereof, subject to this Restriction.

The rights granted to MassDEP, its successors and assigns, do not provide, however, that a violation of this Restriction shall result in a forfeiture or reversion of Grantor's title to the Property.

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11. Concurrence Presumed. It is agreed that:

A. Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions of this document; and

B. all such parties and any party claiming by, through, or under them, and their respective agents, contractors, sub-contractors and employees, also agree that the Restriction herein established shall not be violated and that their respective interests in the Property shall be subject to the provisions herein set forth.

12. Incorporation into Deeds, Mortgages, Leases, and Instruments of Transfer.

Grantor hereby agrees to incorporate this Restriction, in full or by reference, into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property, or any portion thereof, is conveyed.

13. Amendment and Release.

A. Amendment. Grantor may amend this instrument, including without limitation any of its Exhibits, or the Plan of Restricted Areas, only with the prior, written approval of Grantee. Grantor further agrees to execute any amendment to this instrument which Grantee reasonably deems necessary to maintain the continued effectiveness of the Selected Remedy or to protect human health and the environment, including without limitation such amendments as Grantee may require pursuant to Paragraph 2 and/or subparagraph 4.A.(vi) or 4.B.(v) of this Grant. For any amendment, Grantor shall comply with all requirements of the Amendment Protocol, set forth in Exhibit D ("Amendment Protocol") to this Grant. All amendments shall include Grantee's signed approval and shall become effective upon recording and/or registration with the appropriate registry of deeds and/or land registration office. Grantor may propose to Grantee an amendment of a use or activity restriction set forth in Paragraph 3 ("Restricted Uses and Activities"), a permitted use or activity set forth in Paragraph 4 ("Permitted Uses and Activities"), and/or modifying the areal extent of the Restricted Areas established in this Grant, based upon changed circumstances including without limitation new analytic and engineering data. For any such proposed amendment and for any amendment required pursuant to subparagraph 4.A.(vi) or 4.B.(v) of this Grant, Grantor, at its sole cost and expense, shall prepare and submit to Grantee for review and approval such supporting documentation as Grantee, in its sole discretion, may require, including without limitation a work plan, including a health and safety plan, and reports evidencing satisfactory completion of an approved work plan.

B. Release. Grantee may release its interest in the Grant, in whole or in part, in its sole discretion. Any such release shall become effective upon recording and/or registration with the appropriate registry of deeds and/or land registration office.

C. Recordation and/or Registration. Grantor hereby agrees to record and/or register with the appropriate registry of deeds and/or land registration office any

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amendment to and/or release of this instrument, or other document created pursuant to this instrument for which such recording and/or registration is required, within thirty (30) days of the date of having received from Grantee any such amendment, release or other such document executed by Grantee and/or evidencing Grantee's approval, as appropriate, in recordable form. No more than thirty (30) days from the date of such recording and/or registering of said amendment, release and/or other such document, Grantor shall provide a certified registry copy of the amendment, release and/or other such document to Grantee. At that time, or as soon thereafter as it becomes available, Grantor shall provide Grantee with the final recording and/or registration information for the amendment, release, and/or other such document, certified by said registry. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment or release.

D. Notice to Local Officials. In accordance with the requirements set forth in 310 C.M.R. §40.1403(7), as amended, and within thirty (30) days after recording and/or Registering any such amendment, release, or other such document, Grantor shall: (i) provide the Town of Norwood Chief Municipal Officer, Board of Health, Zoning Official and Building Code Enforcement Official with copies of such recorded and/or registered amendment, release or other such document; (ii) publish a legal notice indicating the recording and/or registering of such amendment, release or other such document, and including the information described in 310 C.M.R. §40.1403(7)(b)(1), in a newspaper which circulates in the Town of Norwood; and (iii) provide copies of said legal notice to Grantee within seven (7) days of its publication.

14. No Dedication Intended. Nothing herein shall be construed to be a gift or dedication of the Property to MassDEP or to the general public for any purpose whatsoever.

15. Term. This restriction shall run in perpetuity and is intended to conform to MG.L. c. 184, Section 26, as amended.

16. Notices.

A. General. Any notice, delivery or other communication permitted or required under this instrument, unless otherwise provided in this instrument, shall be in writing and sent by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested. Notices or other communications shall be deemed given, if by overnight delivery service, on the first business day following deposit with such delivery service; if by hand, on the date of the receipt evidencing the hand delivery thereof; or, if by registered or certified mail, three (3) days after deposit in the United States mails; provided that notice of change of address shall be deemed effective only upon receipt.

B. MassDEP; EPA copy. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to MassDEP or Grantee, it shall be directed to MassDEP and a copy shall concurrently be submitted to EPA, to the individuals at the addresses specified below, or as otherwise directed in

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writing by MassDEP or EPA, respectively. Upon request from MassDEP, a duplicate and/or electronic copy shall be included with any submittal.

As to MassDEP:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108
Attention: Norwood PCB Superfund Site Project Manager

As to EPA:

EPA Remedial Project Manager
Norwood PCB Superfund Site
United States Environmental Protection Agency, Region I
One Congress Street, Suite 1100, Mailcode HBO
Boston, MA 02114

and to:

EPA Enforcement Counsel
Norwood PCB Superfund Site
United States Environmental Protection Agency, Region I
One Congress Street, Suite 1100, Mailcode SES
Boston, MA 02114

17. Assignment. This Grant, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be freely assignable by Grantee, in whole or in part, at any time.

18. Rights Reserved. It is expressly agreed that acceptance of this Restriction by MassDEP shall not express nor imply MassDEP approval of the adequacy of this or any other response action affecting the Site. Acceptance of this Restriction shall not operate to bar, diminish, nor in any way affect any legal or equitable right of MassDEP to issue any future order with respect to the Site or in any way affect any other claim, action, suit, cause of action, or demand which MassDEP may have with respect to the Site.

19. Governing Law; Captions. This instrument shall be governed by and interpreted in accordance with the laws of the United States and of the Commonwealth of Massachusetts, as applicable. All captions and headings contained in this instrument are for convenience of reference only, and shall not be used to govern or interpret the meaning or intent of any provision of this document.

20. Effective Date. This Restriction shall become effective upon its recordation with the appropriate registry of deeds and/or land registration office.

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21. EPA Entry, Access, and Response Authority. Nothing in this instrument shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

No more than thirty (30) days from the date of recording and/or registration, Grantor shall provide Grantee with a certified registry and/or land registration office copy of this instrument. At that time, or as soon as practicable thereafter, Grantor shall provide Grantee with a copy of this instrument, as recorded, certified by said registry and/or land registration office.

As this Restriction is a gift, no Massachusetts deed excise stamps are affixed hereto, none being required by law.


WITNESS the execution hereof under seal this 16 day of Feb, 2008.


JOSEPH LAHAM,
GRANTOR

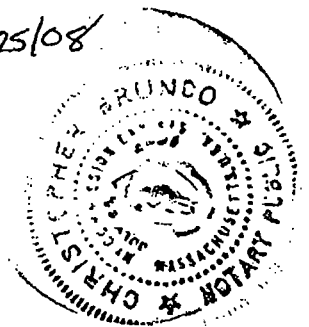
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this 16 day of February, 2008, before me, the undersigned notary public, personally appeared Joseph Laham, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public:

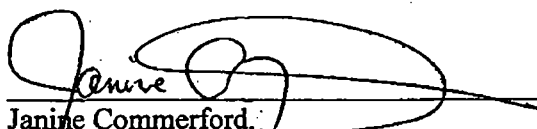
My Commission Expires: 7/25/08



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In accordance with M.G.L. c. 21E, Section 6, as amended, the Commissioner of the Department of Environmental Protection hereby approves this Grant of Environmental Restriction and Easement (as to form only).

Date: 3-25-08

A handwritten signature in black ink, appearing to read "Janine", is written over a horizontal line.

Janine Commerford,
Assistant Commissioner, duly authorized
(see attached delegation of authority)
Department of Environmental Protection

Upon recording, mail to:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108

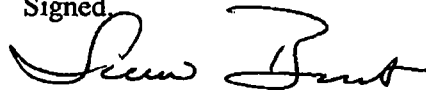
Attention: Norwood PCB Superfund Site Project Manager

DELEGATION OF AUTHORITY

I, Laurie Burt, Commissioner of the Department of Environmental Protection, hereby delegate my authority to approve the Department's acquisition and restriction of real property and the modification and release of such acquisitions and restrictions, as such authority is set forth in Section 6 of Chapter 21E of the Massachusetts General Laws. This delegation is made to Janine Commerford, Assistant Commissioner for the Department's Bureau of Waste Site Cleanup. I delegate this authority because I have recused myself, due to a conflict of interest, from matters relating to the disposal site known as the Norwood PCB Superfund Site in Norwood, Massachusetts, to which the Department has assigned Release Tracking Number 3-0000403, and to which the United States Environmental Protection Agency has assigned Site Identification Number MAD980670566. This delegation of authority is limited to the foregoing Site.

Dated: 3/25/08

Signed

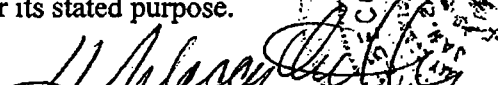


Laurie Burt, Commissioner
Department of Environmental Protection

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 25th day of March, 2008, before me, the undersigned notary public, personally appeared Laurie Burt, in her capacity as Commissioner of the Department of Environmental Protection, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily in her said capacity for its stated purpose.


Notary Public: H. Rebecca Cuffey
My Commission Expires: 1/24/14

